

Mutual Non-Disclosure Agreement

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This agreement is between:

1. Rahool Bhatt, trading as ENTERPRESENT ("Enterpresent"); and
2. The Client — the person and the company named in the acceptance record attached to this agreement ("the Client").

Each is a "Party", and together they are "the Parties".

1. Purpose

The Parties want to share information so that Enterpresent can give the Client an independent review of its brand, strategy or creative work, and the Parties can discuss whether to work together (the "Purpose").

2. Confidential Information

"Confidential Information" means any information one Party (the "Discloser") shares with the other (the "Recipient") in connection with the Purpose, before or after this agreement is accepted, and in any form — including documents, files, briefs, decks, strategies, creative work, research, business plans, financial information and the fact that the review is taking place — that is marked as confidential or that a reasonable person would understand to be confidential.

3. What is not Confidential Information

Information is not Confidential Information if the Recipient can show that it:

1. is or becomes public, other than through a breach of this agreement;
2. was already lawfully known to the Recipient, without restriction, before it was shared;
3. is received lawfully from someone else who is free to share it; or
4. is developed independently by the Recipient without using the Discloser's Confidential Information.

4. What each Party agrees to do

The Recipient will:

1. use the Confidential Information only for the Purpose;
2. keep it confidential and protect it with at least the care it uses for its own confidential information, and never less than reasonable care;
3. not share it with anyone, except its own employees or contractors who need it for the Purpose and are bound by confidentiality obligations no less strict than these. In particular, Enterpresent will not share the Client's Confidential Information with the Client's current or former consultants, agencies or advisers;

4. be responsible for any breach of this agreement by anyone it shares the Confidential Information with; and
5. tell the Discloser promptly if it becomes aware of any unauthorised use or disclosure.

5. Disclosure required by law

If the Recipient is required by law, a court or a regulator to disclose Confidential Information, it may do so, but only to the extent required, and it will tell the Discloser first where the law allows.

6. Return or deletion

When the Discloser asks, the Recipient will return or delete the Discloser's Confidential Information. The Recipient may keep a copy only where the law requires it or where it sits in routine electronic back-ups; any copy kept stays confidential under this agreement.

7. Personal data

If Confidential Information includes personal data, each Party will handle it in line with the data protection laws that apply to it.

8. No licence and no obligation

All Confidential Information, and all intellectual property in it, stays with the Discloser. Nothing in this agreement grants any licence or obliges either Party to enter into any further agreement or engagement.

9. Duration

This agreement starts when the Client accepts it. The obligations in it last for 5 years from that date.

10. No warranty

Confidential Information is shared "as is". Neither Party gives any promise about its accuracy or completeness.

11. Remedies

Each Party accepts that damages alone may not be an adequate remedy for a breach of this agreement, and that the other Party may seek an injunction or other court order in addition to any other remedy.

12. General

1. This agreement is the entire agreement between the Parties about its subject matter.
2. Any change to it must be in writing and agreed by both Parties.
3. Neither Party may transfer its rights or obligations under it without the other's written consent.
4. Only the Parties may enforce this agreement; no one else has any rights under it.
5. Acceptance by electronic means — including ticking the acceptance box on Enterpresent's website — is valid and binding.

13. Governing law and jurisdiction

This agreement, and any dispute arising from it, is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Signed

Signed by Rahool Bhatt, trading as ENTERPRESENT

Accepted by the Client: electronically. The Client's name, company and role, and the date and time of acceptance, are recorded in the acceptance record attached to this agreement.